

SECTION 1 – THE SCHEDULE

Continuation/Addendum to SF-1449, RFQ Number STO40010R0002 PRICES, BLOCK 23

1.0 DESCRIPTION

The American Embassy in Lome, Togo requires services to maintain two building elevators in safe, reliable and efficient operating condition. The contract type is a firm fixed price contract for routine maintenance services paid at the monthly rate below. These rates include all costs associated with providing elevator maintenance services in accordance with manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit. The contract will be for a one-year period, with two one-year optional periods of performance.

2.0 PRICING

2.1. All prices shall be submitted in CFA Franc

2.2. Scheduled Maintenance Services

2.2.1 Base Year - The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

| <u>Line Item and Description</u> | <u>Monthly Price</u> | <u>Annual Total</u> |
|--|----------------------|---------------------|
| 001 Routine monthly maintenance for the elevator of 1,275 kg described in Attachment 1 | _____ x 12 | _____ |
| 002 Routine monthly maintenance for the elevator of 2,000 kg described in Attachment 2 | _____ x 12 | _____ |

2.2.2. Option Year 1-The Contractor shall provide the services shown below for Option Year 1, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

| <u>Line Item</u> | <u>Monthly Price</u> | <u>Annual Total</u> |
|--|----------------------|---------------------|
| 001 Routine monthly maintenance for the elevator of 1,275 kg described in Attachment 1 | _____ x 12 | _____ |
| 002 Routine monthly maintenance for the elevator of 2,000 kg described in Attachment 2 | _____ x 12 | _____ |

2.2.3 Option Year 2-The Contractor shall provide the services shown below for Option Year 2, starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

| <u>Line Item</u> | <u>Monthly Price</u> | <u>Annual Total</u> |
|--|----------------------|---------------------|
| 001 Routine monthly maintenance for the elevator of 1,275 kg described in Attachment 1 | _____ x 12 | _____ |
| 002 Routine monthly maintenance for the elevator of 2,000 kg described in Attachment 2 | _____ x 12 | _____ |

3.0 NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

4.0 DOSAR 652.216-71 PRICE ADJUSTMENT (AUG 1999)

(a) The contract price may be increased or decreased in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the United States Embassy of Lome, Togo Government. Direct service labor costs include only the costs of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the contract line items listed in Section 9 of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not

performing direct service labor under the categories, nor for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever.

(b) For the contracting officer to consider any request for adjustment, the Contractor shall demonstrate in writing:

(1) That the change in the law occurred during the term of this contract and subsequent to the award date of this contract; and,

(2) That the change in the law could not have been reasonably anticipated prior to contract award; and,

(3) How the change in the law directly affects the Contractor's costs under this contract.

(c) The Contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:

(1) The calculation of the amount of adjustment requested; and,

(2) Documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.

(d) In order to establish the change between the requested adjusted rate and the original rate, the Contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees. For contracts paid in U.S. dollars, the Contractor's request for price adjustment shall present data reflecting:

(1) The exchange rate in effect on the date of the Contractor's proposal that was accepted for the basic contract; and

(2) The current exchange rate and its effect on payment of workers in local currency. The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.

(e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the Contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the Contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.

(f) Any request for adjustment shall be presented by signature of an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.

(h) No request by the Contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.

(i) This clause shall only apply to laws enacted by the Togolese Government meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.

Continuation/Addendum to SF-1449

RFQ Number STO40010R0002

**_*_*_*_*_*_*_*_*_*_*_*_*_

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 SCOPE OF WORK

The Embassy of the United States Lome, Togo requires the Contractor to maintain the elevators identified in Attachment 1 in safe, reliable and efficient operating condition. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, and as well as all necessary transportation, equipment, tools, repair parts, supplies and materials required to perform inspection, maintenance, repair, and component replacement as required to maintain the elevators in accordance with the manufacturer's specifications. Under this contract the Contractor shall provide:

- the services of a trained elevator mechanic on a monthly basis to check and repair equipment operation and perform scheduled and preventive maintenance;
- 24 hours/day, 7 days/week emergency response service;
- same day, service in response to an elevator malfunction trouble call; and
- after-hours emergency minor adjustment callback service.

2.0 HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance and repair work during normal building hours which are defined as 7:30 to 17:00, Monday to Friday, excluding local and bank holidays, unless approved in advance by the Contracting Officer's Representative (COR).

3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's elevator mechanics and be the Contractor's liaison with the American Embassy of Lome. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the elevators' hoistways, lobbies and machine rooms, with security escorts, with specific permission by either the Contracting Officer or the COR.

3.2 Personnel security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. The Government shall issue identity cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times

while on Government property or while on duty at private residences serviced under this contract. These identity cards are the property of the Government.

The Contractor shall return all identify cards when the contract is completed, when a Contractor's employee leaves this contract, or at the request of the Government.

3.3 Standards of conduct

3.3.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

3.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

3.3.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

3.3.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

3.3.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

3.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security

violations; organizing or participating in gambling in any form; and misuse of weapons.

- 3.3.7 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, or other areas, for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where the Government determines that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

4.0 WORK REQUIREMENTS

4.1 General. The Contractor shall provide full service to meet routine maintenance requirements and emergency services. The Contractor shall maintain elevators so that the elevators are in a safe and efficient operating condition at all times. In the event of a break down, the Contractor shall make every effort to immediately return the elevator to an operating condition.

4.2 Summary of Services - Traction and Winding Drum Elevators

To maintain the designated "Traction" type elevators, (including geared, gearless, DC drive and AC drive machines), and "Winding Drum" type elevators in accordance with the manufacturer's specifications, the Contractor shall perform all of the following services:

- examine, clean, lubricate, adjust, repair, and replace:
 - elevator machines,
 - motor generators,
 - solid state drives,
 - controllers,
 - selectors,
 - dispatcher & relay panels and parts thereof, including:
 - hoisting motors,
 - selector motors,
 - worms & gears,
 - bearings,
 - rotating elements,
 - brake magnet coils,
 - brushes and commutators,
 - brake shoes,
 - brake linings & pins,
 - windings & coils,
 - contacts & relays,

- resistors & transformers,
- and solid state devices;
- keep guide rails properly lubricated except where roller guides are used;
- repair or replace guide shoe gibs or rollers;
- replace inoperative position indicator and car/hall call lamps;
- repair or replace control cables;
- examine clean, lubricate, adjust, repair or replace the safety devices including interlocks, door closers, buffers, overspend governors, car & counterweight safeties, limit switches, landing & slowdown switches, door protective devices and alarm bells;
- replace wire ropes and equalize the tension of the hoisting ropes;
- examine, evaluate, and when needed, regroove or replace all sheaves and sheave assemblies, including drive sheaves, governor tension sheaves and compensating sheaves;
- examine, lubricate, adjust, repair and replace car & corridor operating stations, car & corridor hangers & tracks, door operating devices, door gibs and car fans;
- clean elevator machine rooms, hatch equipment, rails, inductors, relaying devices, switches, buffers, and car tops;
- dismantle, clean, examine, replace worn parts, lubricate, reassemble, and adjust brake plunger assemblies;
- refasten/resocket the hoisting ropes, using the babbitt socketing method procedure, on an annual basis for winding drum machines located over the hoistway or on a 2-year basis for machines located below or at the side of a hoistway.
- provide "emergency service" assistance defined in 6.2 to correct major elevator problems occurring after normal working hours.

5.0 SCHEDULED ROUTINE MAINTENANCE

5.1 General

5.1.1 The objective of scheduled routine maintenance is to eliminate or minimize elevator malfunction, breakdown and deterioration. Contract maintenance of the elevator must assure continuous, safe, and satisfactory operation of all elevators, their parts and components. The Contractor shall schedule routine maintenance to include all tasks herein described, in addition to routine lubrication and adjustments.

5.1.2. Elevator equipment shall include, but is not limited to: controllers, selectors, worm gears, thrust bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, resistors for operating and motor circuits, magnet frames, cams, car door and hoistway door hangers, tracks and guides, door operating devices, interlocks and contacts, pushbuttons, pumps, pump motors, operating valves, electronic tubes, electronic programmable

controllers, hall lanterns and indicators, hatch lighting, pit bulbs, bulb replacement and all other elevator signal accessories.

5.1.3 The Contractor shall inventory, supply, repair and replace all parts that have become unsafe due to wear and tear. The Contractor shall use genuine manufacturer's parts or approved or equal (to be approved by COR) for all replacements. The Contractor shall maintain an easily accessible supply of spare parts sufficient for normal maintenance and expedient emergency repairs.

5.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of the scheduled routine maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format similar to the one provided in Attachment 2. The Contracting Officer or COR must approve the proposed "Scheduled Routine Maintenance Task Checklist" prior to contract work commencement.

5.3 Minimum Requirements

The Contractor shall provide a trained mechanic to inspect and service every elevator a minimum of once a month, every month of the year. The elevator mechanic shall sign off on every item of the checklist. The elevator mechanic shall leave a copy of this signed checklist with the COR or the COR's designate following that week's routine maintenance visit. This weekly inspection and servicing shall include, but not be limited to, the following tasks:

- Ride all cars to detect and repair any improper operation of the car doors, hoistway doors, acceleration, leveling accuracy on the floor stops, and the action of the machine brake;
- Check and make necessary repairs to assure proper operation of retractable doors;
- Review elevator's performance with the COR, or the designated representative, to determine if any malfunctions have occurred in connection with the operation of the cars since the most recent previous scheduled routine maintenance visit;
- Investigate any malfunctions which have occurred, devoting special attention to any problem involving unsafe operations, and make repairs as necessary;
- Examine car stations and call buttons and replace any damaged switches, burned out lamps, bulbs and broken buttons, defective fixtures, switches, covers, and related hardware;
- Trouble shoot any failure to equipment, lighting and receptacle electrical circuits;
- Report findings to the COR or the COR's designee including identification of failed equipment and reason for failure;
- Leave signed and dated copy of the Maintenance Checklist and also leave signed and dated copies of any other monthly, quarterly or annual checklists if those were completed during the subject visit;

- Maintain emergency light units in operable condition.

6.0 TROUBLE CALL RESPONSE SERVICE

6.1 General. The Contractor shall provide "around-the-clock" service coverage for elevator trouble calls as described below:

6.2 Emergency Response Service

The Contractor shall provide, at no extra cost, a 24 hours/day, 7 days/week, 52 weeks/year coverage for emergency trouble calls. A trained mechanic shall be "on call" and shall be on site within a one-hour time period of the placement of an emergency trouble call by the Contracting Officer or COR. Emergency situations include people trapped in an elevator car, the suspicion/confirmation of a fire in or around elevator equipment, or an inoperative elevator with no suitable backup.

6.3 Non-Emergency Response Service

The Contractor shall provide, at no extra cost, a non-emergency response service. A trained elevator mechanic will be on site, within one working day, to trouble shoot and repair an elevator malfunction.

6.4 Callback Service

When an elevator which was previously worked on by the Contractor's mechanic, has a repeat malfunction within a 24-hour period, the Contractor shall be obligated to provide, at no extra cost, a return visit by a trained elevator mechanic to correct the problem, even if the problem is minor in nature. The elevator mechanic shall respond to this callback within a three-hour time period regardless of what time the Contracting Officer or COR made the callback complaint, including the "after hours" time periods.

7.0 PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES

The Contractor shall provide trained elevator mechanics with the appropriate tools and testing equipment for scheduled maintenance, unscheduled repairs, emergency repairs/assistance, safety inspection, and safety testing as required by this contract. The Contractor shall provide all of the necessary repair parts, materials and supplies to maintain, service, inspect and test the elevators as required by this contract.

8.0 EXCLUSIONS

The Contractor shall not assume responsibility for the following items of elevator equipment, which are not included in this contract:

- Car enclosures and related items including, but not limited to, fixed or removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, fluorescent tubes, dry cell batteries, handrails, mirrors, floor coverings, carpets and other architectural features and accessories;
- Buried caissons, cylinders and piping, and power supply feeder circuits to the machine room circuit breakers;
- Computer and microprocessor devices not exclusively dedicated to the elevator equipment such as terminal keyboards and display units;
- Communications equipment, such as telephones, intercoms, heat detectors, and smoke sensors, which were not installed by the Contractor or the original elevator installer.

9.0 INSURANCE REQUIREMENTS

9.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract.

The Contractor's assumption of absolute liability is independent of any insurance policies.

9.2 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Comprehensive General Liability

| | |
|---------------|------------------------------|
| Bodily Injury | CFA F 500,000 per occurrence |
|---------------|------------------------------|

Workers' Compensation and Employer's Liability

| | |
|---|--------------------------------|
| Workers' Compensation and Occupational Disease Statutory, as required by host country law | CFA F Unlimited per occurrence |
|---|--------------------------------|

| | |
|----------------------|--------------------------------|
| Employer's Liability | CFA F Unlimited per occurrence |
|----------------------|--------------------------------|

9.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required by the laws of either the country in which the employees are working or the employee's native country, whichever offers greater benefits, following FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas".

10.0 PERMITS

The Contractor shall maintain in full force and effect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

11.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.

12.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

Reserved

13.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

13.1 Plan. This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

| Performance Objective | PWS Para | Performance Threshold |
|---|-----------|---|
| <u>Services.</u> Performs all elevator services set forth in the performance work statement (PWS) | 1 thru 11 | All required services are performed and no more than two (2) customer complaint is received per month |

13.2 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

13.3 Standard. The performance standard is that the Government receives no more than two (2) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the

inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

13.4. Procedures.

13.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

13.4.2 The COR will complete appropriate documentation to record the complaint.

13.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

13.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

13.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

13.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

13.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

13.4.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 1

LIST OF ELEVATORS TO BE SERVICED

Elevator of 1,275 kg

| ELEVATOR – SYSTEM DATA | | | | | | | |
|-----------------------------------|------|--|------|---|------|---|--|
| Date: <u>12/3/2009</u> | | Surveyed By: <u>George Egey</u> | | RPA | | | |
| Post: <u>Lome, Togo</u> | | Property Name: <u>Chancery 1</u> | | Property ID: <u>X2001</u> | | | |
| Building Type: | | Office <input checked="" type="checkbox"/> | | Residential <input type="checkbox"/> | | Other <input type="checkbox"/> | |
| Unit ID (# on 'Disconnect): | | 262830 | | Controller Serial #: | | 45NBKJ33 | |
| FEATURES | | | | | | | |
| Capacity: <u>1275</u> kg/lb | | Speed: <u>1</u> <input checked="" type="checkbox"/> mps <input type="checkbox"/> fpm | | | | | |
| Stops: <u>3</u> Front | | Floor Designations <u>G,2,3</u> | | | | | |
| <u>n/a</u> Rear | | Floor Designations <u>n/a</u> | | | | | |
| Use: | | Passenger <input checked="" type="checkbox"/> | | Freight <input type="checkbox"/> | | Residence <input type="checkbox"/> other (Describe) | |
| Operation: | | Simplex <input type="checkbox"/> | | Duplex <input type="checkbox"/> | | Group <input type="checkbox"/> | |
| Machine Location: | | Overhead <input checked="" type="checkbox"/> | | Basement <input type="checkbox"/> | | Adjacent Flr. <input type="checkbox"/> # | |
| Machine Type: | | Traction: Geared <input checked="" type="checkbox"/> | | Gearless <input type="checkbox"/> | | Drum <input type="checkbox"/> | |
| Roping: | | 1:1 <input type="checkbox"/> | | 2:1 <input checked="" type="checkbox"/> | | 3:1 <input type="checkbox"/> | |
| Hydraulic: | | Direct <input type="checkbox"/> | | Roped <input type="checkbox"/> | | | |
| Other: | | <input type="checkbox"/> | | | | | |
| Machine Model: | | | | | | | |
| Motion Control: | | V.VVF <input checked="" type="checkbox"/> | | 1-speed <input type="checkbox"/> | | 2-Speed <input type="checkbox"/> | |
| | | Motor Generator <input type="checkbox"/> | | SCR Drive <input type="checkbox"/> | | Rheostat <input type="checkbox"/> | |
| Power Supply: <u>380</u> Volts | | <u>50</u> Hertz | | <u>3</u> Phase | | | |
| Control manufacturer: <u>Otis</u> | | | | Controller Model: <u>MCS220Gen2</u> | | | |
| Installed by: <u>Otis</u> | | | | Installed date: <u>2006</u> | | | |
| Control Type: | | Relay Logic <input type="checkbox"/> | | Solid State <input checked="" type="checkbox"/> | | | |
| Control Features: | | F.S Phase 1 <input checked="" type="checkbox"/> | | F.S Phase 2 <input checked="" type="checkbox"/> | | Emg. Power <input checked="" type="checkbox"/> | |
| | | Seismic <input type="checkbox"/> | | Load Weighing <input type="checkbox"/> | | Ind. Service <input checked="" type="checkbox"/> | |
| | | Remote Monitor <input type="checkbox"/> | | Marine Security <input checked="" type="checkbox"/> | | | |
| Door Type: | | 1-Sp. Side Slide <input type="checkbox"/> | | 1-Sp. Side Slide <input type="checkbox"/> | | Bi- parting <input type="checkbox"/> | |
| | | 1-Sp. Center-Open <input checked="" type="checkbox"/> | | 2-Sp. Center-Open <input type="checkbox"/> | | Swing Doors <input type="checkbox"/> | |
| Door Protection | | Infra-red <input type="checkbox"/> | | Retracted Edge <input type="checkbox"/> | | Light Ray <input checked="" type="checkbox"/> | |
| Car Guides | | Roller <input checked="" type="checkbox"/> | | Side Slide <input type="checkbox"/> | | | |
| Counterweight Guides | | Roller <input checked="" type="checkbox"/> | | Side Slide <input type="checkbox"/> | | | |
| DIMENSIONS (mm) | | | | | | | |
| Shaft: | | Platform: | | Entrance: | | | |
| Travel | 8470 | Width | 2000 | Width | 1100 | | |
| Width | 2825 | Depth | 1400 | Height | 2100 | | |
| Depth | 1750 | | | | | | |
| Headroom | 1900 | | | | | | |
| Pit | 1250 | | | | | | |
| General Assessment of Condition | | | | Good <input checked="" type="checkbox"/> | | Fair <input type="checkbox"/> Poor <input type="checkbox"/> | |

Elevator of 2,000 kg

| ELEVATOR – SYSTEM DATA | | | | | | | | |
|---------------------------------|---|-------|---|--|---|-------------------------------|------------------|--------------|
| Date: | <u>12/3/2009</u> | | Surveyed By: | <u>George Egey</u> | | | | |
| Post: | <u>Lome, Togo</u> | | Property Name: | <u>Chancery 2</u> | | RPA | Property ID: | <u>X2001</u> |
| Building Type: | Office <input checked="" type="checkbox"/> | | Residential <input type="checkbox"/> | | Other <input type="checkbox"/> | | | |
| Unit ID (# on 'Disconnect): | <u>252729</u> | | Controller Serial #: | | <u>45NBKJ34</u> | | | |
| FEATURES | | | | | | | | |
| Capacity: | <u>2000</u> | kg/lb | Speed: | <u>1</u> | <input checked="" type="checkbox"/> mps | <input type="checkbox"/> fpm | | |
| Stops: | <u>3</u> | Front | Floor Designations | | <u>G,2,3</u> | | | |
| | <u>n/a</u> | Rear | Floor Designations | | <u>n/a</u> | | | |
| Use: | Passenger <input type="checkbox"/> | | Freight <input checked="" type="checkbox"/> | | Residence <input type="checkbox"/> | | other (Describe) | |
| Operation: | Simplex <input type="checkbox"/> | | Duplex <input checked="" type="checkbox"/> | | Group <input type="checkbox"/> | | # | |
| Machine Location: | Overhead <input checked="" type="checkbox"/> | | Basement <input type="checkbox"/> | | Adjacent Flr. <input type="checkbox"/> | | # | |
| Machine Type: | | | | | | | | |
| Traction: | Geared <input checked="" type="checkbox"/> | | Gearless <input type="checkbox"/> | | Drum <input type="checkbox"/> | | | |
| Roping: | 1:1 <input type="checkbox"/> | | 2:1 <input checked="" type="checkbox"/> | | 3:1 <input type="checkbox"/> | | | |
| Hydraulic: | Direct <input type="checkbox"/> | | Roped <input type="checkbox"/> | | | | | |
| Other: | <input type="checkbox"/> | | | | | | | |
| Machine Model: | | | | | | | | |
| Motion Control: | V.VVF <input checked="" type="checkbox"/> | | 1-speed <input type="checkbox"/> | | 2-Speed <input type="checkbox"/> | | | |
| | Motor Generator <input type="checkbox"/> | | SCR Drive <input type="checkbox"/> | | Rheostat <input type="checkbox"/> | | | |
| Power Supply: | <u>380</u> | Volts | <u>50</u> | Hertz | <u>3</u> | Phase | | |
| Control manufacturer: | <u>Otis</u> | | Controller Model: | | <u>MCS220Gen2</u> | | | |
| Installed by: | <u>Otis</u> | | Installed date: | | <u>2006</u> | | | |
| Control Type: | Relay Logic <input type="checkbox"/> | | Solid State <input checked="" type="checkbox"/> | | | | | |
| Control Feature: | F.S Phase 1 <input checked="" type="checkbox"/> | | F.S Phase 2 <input checked="" type="checkbox"/> | | Emg. Power <input type="checkbox"/> | | | |
| | Seismic <input type="checkbox"/> | | Load Weighing <input type="checkbox"/> | | Ind. Service <input type="checkbox"/> | | | |
| | Remote Monitor <input type="checkbox"/> | | Marine Security <input checked="" type="checkbox"/> | | | | | |
| Door Type: | 1-Sp. Side Slide <input type="checkbox"/> | | 1-Sp. Side Slide <input type="checkbox"/> | | Bi- parting <input type="checkbox"/> | | | |
| | 1-Sp. Center-Open <input checked="" type="checkbox"/> | | 2-Sp. Center-Open <input type="checkbox"/> | | Swing Doors <input type="checkbox"/> | | | |
| Door Protection | Infra-red <input type="checkbox"/> | | Retracted Edge <input type="checkbox"/> | | Light Ray <input checked="" type="checkbox"/> | | | |
| Car Guides | Roller <input checked="" type="checkbox"/> | | Side Slide <input type="checkbox"/> | | | | | |
| Counterweight Guides | Roller <input checked="" type="checkbox"/> | | Side Slide <input type="checkbox"/> | | | | | |
| DIMENSIONS (mm) | | | | | | | | |
| Shaft: | | | Platform: | | Entrance: | | | |
| Travel | <u>8470</u> | | Width | <u>1500</u> | Width | <u>1100</u> | | |
| Width | <u>2370</u> | | Depth | <u>2700</u> | Height | <u>2100</u> | | |
| Depth | <u>3160</u> | | | | | | | |
| Headroom | <u>1900</u> | | | | | | | |
| Pit | <u>1250</u> | | | | | | | |
| General Assessment of Condition | | | | Good <input checked="" type="checkbox"/> | Fair <input type="checkbox"/> | Poor <input type="checkbox"/> | | |

ATTACHMENT 2

Local Holidays 2010

Togo

| | |
|--------------------------|---|
| January 01 (Friday) | New Year's Day (A/T) |
| January 13 (Wednesday) * | Liberation Day (T) |
| January 18 (Monday) | Birthday of Martin Luther King, Jr. (A) |
| February 15 (Monday) | Washington's Birthday (A) |
| April 5 (Monday) | *Easter Monday (T) |
| April 27 (Tuesday) | *Independence Day (T) |
| May 01 (Saturday) | *Labor Day (T) |
| May 13 (Thursday) | *Ascension Day (T) |
| May 24 (Monday) | *Pentecost Monday (T) |
| May 31 (Monday) | Memorial Day (A) |
| June 21 (Monday) * | Martyrs du Togo (T) |
| July 5 (Monday) | Independence Day Observed (A) |
| August 15 (Sunday) | *Assumption Day (T) |
| September 06 (Monday) | Labor Day (A) |
| TBA | *End of Ramadan (T) |
| October 11 (Monday) | Columbus Day (A) |
| November 1 (Monday) | *All Saints Day (T) |
| November 11 (Thursday) | Veterans Day (A) |
| TBA | *Tabaski (T) |
| November 25 (Thursday) | Thanksgiving Day (A) |
| December 25 (Saturday) | Christmas Day (A/T) |

ATTACHMENT 3

YEAR _____

OBSERVE, CLEAN, ADJUST & TEST

| MAINTENANCE OPERATION | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
|--|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Car Operation | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Starter, Control & Relay Panels | | | | | | | | | | | | | | | | | | | | | | | | | | |
| M.G. Set & Regulator | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Selector | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Machine & Brake | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Relay Panel Supervisory System | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rectified Voltage Test | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Governor | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Small Motors | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Car Top, Type E Landing Switch & Door Operator | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hoist Cables & Fastenings - Traveling Cables | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Traffic Sentinel | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pit-Compensator & Governor Sheave | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Guide Shoes or Roller Guides | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hatch Doors & Interlocks | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Safety Edge | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Car Station | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Slow Down & Hatch Limit Switches | | | | | | | | | | | | | | | | | | | | | | | | | | |

CLEAN & LUBRICATE

| MAINTENANCE OPERATION | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
|--|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| MG Set & Machine Bearings - Babbitt | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MG Set & Machine Bearings - Roller | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Governor Shaft Bearing | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SD Selector Guide & SD-DM Gear Box | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Car Door Hanger Rails | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Secondary Sheave Bearings - Babbitt | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SN Selector Lead Screw & Cams-Grease Sparingly | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SD & DM Selector Chains, Carriage Guides & Cams | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Governor Pins, Bevel Gears & Tripping Lever | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Stepping Switch | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Brake Pins | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hatch Doors - Terminal Floors | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Regulator & Small Motors | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Car Door Operator & Retiring Cam | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Guide Rail Lubricators | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Safety, Buffer, Comp.Guides & Gov.Tension Sheave | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Deflector, Secondary, 2:1, Compensating Sheave Bearings-Roller | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hatch Doors -Intermediate Floors | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Door Operator Contact Cams | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Flexible Guide Shoes | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hatch Limits & Slow Down Switch | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Brake Overhaul - Fill Out & Submit Report | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Blow Out Panels & Rotating Equipment | | | | | | | | | | | | | | | | | | | | | | | | | | |

YEAR _____

OBSERVE, CLEAN, ADJUST & TEST

| MAINTENANCE OPERATION | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 |
|---|-------|----|----|----|----|----|----|----|----|----|----|----|----|-------|----|----|----|----|----|----|----|----|----|----|----|----|
| Car Operation | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Starter, Control & Relay Panels | | | | | | | | | | | | | | | | | | | | | | | | | | |
| M.G. Set & Regulator | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Selector | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Machine & Brake | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Relay Panel Supervisory System | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rectified Voltage Test | Volts | | | | | | | | | | | | | Volts | | | | | | | | | | | | |
| Governor | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Small Motors | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Car Top, Type E Landing Switch & Door Operator | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hoist Cables & Fastenings - Traveling Cables | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Traffic Sentinel | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pit-Compensator & Governor Sheave | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Guide Shoes or Roller Guides | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hatch Doors & Interlocks | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Safety Edge | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Starter, Control & Relay Panel Connections & Wiring | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Syncro Dials & Corr. Push Buttons | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Governor & Safety Test - Fill Out & Submit Report | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Evaluation - Fill Out abd Submit Report | | | | | | | | | | | | | | | | | | | | | | | | | | |

CLEAN & LUBRICATE

| MAINTENANCE OPERATION | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 |
|--|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| MG Set & Machine Bearings - Babbitt | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MG Set & Machine Bearings - Roller | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Governor Shaft Bearing | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SD Selector Guide & SD-DM Gear Box | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Car Door Hanger Rails | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Secondary Sheave Bearings - Babbitt | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SN Selector Lead Screw & Cams-Grease Sparingly | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SD & DM Selector Chains, Carriage Guides & Cams | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Governor Pins, Bevel Gears & Tripping Lever | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Stepping Switch | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Brake Pins | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hatch Doors - Terminal Floors | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Regulator & Small Motors | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Car Door Operator & Retiring Cam | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Guide Rail Lubricators | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Safety, Buffer, Comp.Guides & Gov.Tension Sheave | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Deflector, Secondary, 2:1, Compensating Sheave Bearings-Roller | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hatch Doors -Intermediate Floors | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Door Operator Contact Cams | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Flexible Guide Shoes | | | | | | | | | | | | | | | | | | | | | | | | | | |

SECTION 2 – CONTRACT CLAUSES

52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (OCT 2008), is incorporated by reference. (See SF-1449, block 27b).

ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (OCT 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

| | |
|---|--|
| | <u>0 Clause Number and Title</u> |
| X | (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006). |
| | (2) – (16) [Reserved]. |
| | (17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JUN 2008) (E.O. 13126). |
| | (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). |
| | (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). [|
| | (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212)..] |
| | (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). |
| | (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)) (38 U.S.C. 4212). |
| | (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). |
| | (24)(i) 52.222-50 Combating Trafficking in Persons (AUG 2007) |
| | (ii) Alternate I (AUG 2007) of 52.222-50 |
| | (25)-(29) Reserved |
| | (30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| X | (31) 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). [|
| | (32-35) Reserved |
| | (36) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). |
| X | (37) 52.232-34, Payment by Electronic Funds Transfer – Other than Central |

| | |
|--|---|
| | Contractor Registration (MAY 1999) (31 U.S.C. 3332) |
| | (38-39) Reserved |
| | (40))(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). |
| | (ii) Alternate I (APR 2003) of 52.247-64. |

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Reserved

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <https://www.acquisition.gov/far/> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|---|
| 52.225-14 | Inconsistency Between English Version And Translation Of Contract (FEB 2000) |
| 52.228-4 | Workers’ Compensation And War-Hazard Insurance Overseas (APR 1984) |
| 52.228-5 | Insurance - Work On A Government Installation (JAN 1997) |
| 52.232-34 | Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (MAY 1999) |
| 52.249-4 | Termination for Convenience of the Government (Services) (Short Form) (Apr 1984) |
| 52.249-8 | Default (Fixed-Price Supply and Service) (Apr 1984) |

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed forty eight (48) months or four (4) years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(end of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

b) Invoice Submission. The Contractor shall submit invoices in an original and two **(2) copies** to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-71 - IDENTIFICATION/BUILDING PASS (APR 2004)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Alfred Ogoe, Electrical Automated Technician.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply

with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the quoter's ability to perform, including:
 - (a) Company brochure, technical proposal,
 - (b) Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;
 - (b) Evidence that the quoter operates an established business with a permanent address and telephone listing;
 - (c) List of clients, demonstrating prior experience with relevant past performance information and references;
 - (d) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
 - (e) Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
 - (f) List of spare parts and suppliers of spare parts for elevators and proposals shall include a description of the firm's ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for servicing elevators.

If required by the solicitation, the quoter shall provide either:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|--|
| 52.204-6 | Contractor Identification Number -- Data Universal Numbering System (DUNS) Number (APR 2008) |
| 52.214-34 | Submission of Offers in the English Language (APR 1991) |

The following DOSAR provisions are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict

confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Philip D. Wilson, at 228 261 5470. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 – EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.

The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.

The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures.
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUNE 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Reserved Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c-d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions ([31 U.S.C. 1352](#)). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Reserved.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

| |
|--|
| |
| |
| |

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

| | |
|--|--|
| | |
| | |
| | |

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| _____ | _____ |
| _____ | _____ |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or

indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) Reserved

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) Common parent.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____.
TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND
DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

| Category | Yes/No | Number |
|--|--------|--|
| (1) United States citizens or residents | | |
| (2) Individuals hired in the United States, regardless of citizenship | | |
| (3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws | | Local nationals: _____ Third Country Nationals: _____ |
| (4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws | | Local nationals: _____ Third Country Nationals: _____ |

(b) The contracting officer has determined that for performance in the country of [contracting officer insert country of performance and check the appropriate block below] –

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)